

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TIMOTHY FERRISS, an individual; and
KRISA PERFORMANCE, LLC, a
California limited liability company,

Plaintiffs,

v.

ALLIANCE PUBLISHING, INC.;
ALLIANCE PUBLISHING SERVICES,
INC., a Florida corporation; WEALTH
PARTNERS PUBLISHING, an Illinois
corporation; CANDICE CUNNINGHAM,
an individual; PEAGAN TWITTY, an
individual; and DOES 1-50, inclusive.

Defendants.

Case No. 3:15-cv-05675-EMC

**FINAL JUDGMENT AND PERMANENT
INJUNCTION**

Honorable Edward M. Chen

Per the parties' stipulation (Dkt # 68)

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

2 **FINDINGS AND CONCLUSION**

3 1. This is an action for violation of the right of publicity (Cal. Civ. Code § 3344),
4 false designation of origin (15 U.S.C. § 1125(a)), trademark infringement (15 U.S.C. § 1114), and
5 California statutory unfair competition (Cal. Bus. & Prof. Code. § 17200 *et seq.*).

6 2. The First Amended Complaint alleges that Defendants Candice Cunningham and
7 Wealth Partners Publishing violated Plaintiffs' rights by advertising a "get rich quick" scheme
8 that featured the unauthorized use of Plaintiff Ferriss' photograph, persona, and name and the
9 unauthorized use of the following trademarks owned by Plaintiff Krisa Performance: TIM
10 FERRISS, TIMOTHY FERRISS, and THE 4-HOUR WORKWEEK.

11 3. Cunningham and Wealth Partners Publishing, at the direction of defendant
12 Alliance Publishing, Inc., distributed the flyer to approximately 27,500 individuals whose names
13 and addresses came from the list broker that had been provided in a package by defendant
14 Alliance Publishing, Inc. Defendant Alliance Publishing, Inc.'s package also included the flyer's
15 form and substance, including the above unauthorized content and unauthorized use.

16 4. In the First Amended Complaint, Ferriss and Krisa Performance sought, among
17 other relief, injunctive relief under Cal. Civ. Code § 3344 and 15 U.S.C. § 1116.

18 5. The Court has original subject matter jurisdiction over this action under 28
19 U.S.C. §§ 1331 (federal question), 1338(a) (trademark), 1338(b) (related unfair competition), and
20 1367 (supplemental jurisdiction).

21 6. The Court has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332.

22 7. Venue is proper in this Court under 28 U.S.C. § 1391.

23 8. The Court has personal jurisdiction over Cunningham and Wealth Partners
24 Publishing for the purposes of entry and enforcement of this Final Judgment and Permanent
25 Injunction.

26 **JUDGMENT**

27 Judgment is entered in favor of Plaintiffs and against Cunningham and Wealth Partners
28 Publishing as follows: On Counts 1 (Right of Publicity, Cal. Civ. Code § 3344) and 2 (False

1 Designation of Origin, 15 U.S.C. § 1125(a)), in favor of Plaintiff Ferriss; on Count 3 (Trademark
2 Infringement, 15 U.S.C. § 1114), in favor of Plaintiff Krisa Performance; on Count 4 (Unfair
3 Competition, Cal. Bus. & Prof. Code. § 17200 *et seq.*), in favor of both Plaintiffs Ferriss and
4 Krisa Performance. Cunningham and Wealth Partners Publishing shall be jointly and severally
5 liable for \$7,000.00 in monetary damages, but without costs and/or attorneys' fees to any party.

6 INJUNCTION

7 Cunningham and Wealth Partners Publishing are each enjoined as follows:

- 8 1. They will not use (or encourage, enable or induce others to use) Mr. Ferriss'
9 photograph, persona, and name in connection with any products and/or services, including in
10 connection with the <http://wealth-partners.org/> website.
- 11 2. They will not state or imply (or encourage, enable or induce others to state or
12 imply) that Mr. Ferriss in any way endorses any products and/or services offered by Cunningham
13 or Wealth Partners Publishing.
- 14 3. They will not use (or encourage, enable or induce others to use) in any manner
15 whatsoever the TIM FERRISS, TIMOTHY FERRISS and THE 4-HOUR WORKWEEK
16 trademarks, any other trademark owned by the Plaintiffs, or any confusingly similar mark, logo,
17 trade name, domain name or other source identifier, without Plaintiffs' express written consent.

18 BINDING EFFECT

19 IT IS FURTHER ORDERED that this Judgment and Injunction shall be binding upon and
20 inure to the benefit of the parties and all successors, assigns, parent entities, subsidiaries, officers,
21 directors, members, shareholders, distributors, agents, affiliates, and all other persons who are in
22 active concert or participation with anyone described herein, who receive actual notice of this
23 Judgment and Injunction by personal service or otherwise.

24 RETENTION OF JURISDICTION


25 IT IS FURTHER ORDERED that this Judgment and Injunction is final and may not be
26 appealed by any of the parties. The Court shall retain jurisdiction of this action for purposes of
27 construing, modifying, and enforcing this Permanent Injunction.
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1 **IT IS SO ORDERED.**

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3 DATED this 17th day of October, 2016.

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7 Edward M. Chen
8 United States District Judge